

BEFORE THE  
STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the First Amended Accusation  
Against:

Case No. 2011-72

**EAGLESHIELD PEST CONTROL L P**  
P.O. Box 704  
Madera, CA 93639  
-and-  
566 Kent Drive  
Madera, CA 93637  
Company Registration Certificate No. PR 5706,  
Branch 2,

and

**ROBERT JESSE FLORES**  
P.O. Box 704  
Madera, CA 93639  
Operator's License No. OPR 11493, Branch 2

Respondents.

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the  
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

The Decision shall become effective on December 1, 2013.

IT IS SO ORDERED November 1, 2013.

  
FOR THE STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
3 PHILLIP L. ARTHUR  
Deputy Attorney General  
4 State Bar No. 238339  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 322-0032  
Facsimile: (916) 327-8543  
7 E-mail: Phillip.Arthur@doj.ca.gov  
*Attorneys for Complainant*

8  
9 **BEFORE THE**  
**STRUCTURAL PEST CONTROL BOARD**  
10 **DEPARTMENT OF PESTICIDE REGULATION**  
**STATE OF CALIFORNIA**

11 In the Matter of the First Amended Accusation  
12 Against:

Case No. 2011-72

13 **EAGLESHIELD PEST CONTROL, L.P.**  
P.O. Box 704  
14 Madera, CA 93639  
-and-  
15 566 Kent Drive  
Madera, CA 93637  
16 Company Registration Certificate No. PR  
5706, Br. 2,

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

17 **ROBERT JESSE FLORES**  
18 P.O. Box 704  
Madera, CA 93639  
19 Operator's License No. OPR 11493, Br. 2

20 Respondents.

21  
22 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
23 entitled proceedings that the following matters are true:

24 **PARTIES**

25 1. William H. Douglas (Complainant) was the former Interim Registrar/Executive  
26 Officer of the Structural Pest Control Board. He brought these actions solely in his official  
27 capacity. Susan Saylor is the current Interim Registrar/Executive Officer of the Structural Pest  
28

1 Control. She maintains these actions solely in her official capacity and is represented in this  
2 matter by Kamala D. Harris, Attorney General of the State of California, by Phillip L. Arthur,  
3 Deputy Attorney General.

4 2. Respondents Eagleshield Pest Control, L.P., and Robert Jesse Flores (Respondents)  
5 are representing themselves in this proceeding and have chosen not to exercise their right to be  
6 represented by counsel.

7 3. On or about October 23, 2008, the Structural Pest Control Board issued Company  
8 Registration Certificate No. PR 5706, Br. 2, to Eagleshield Pest Control, L.P. (Respondent). The  
9 Company Registration Certificate was in full force and effect at all times relevant to the charges  
10 brought in First Amended Accusation No. 2011-72.

11 4. On or about March 23, 2007, the Structural Pest Control Board issued Operator's  
12 License No. OPR 11493, Br. 2, to Robert Jesse Flores (Respondent). The Operator's License was  
13 in full force and effect at all times relevant to the charges brought in the First Amended  
14 Accusation No. 2011-72, and will expire on June 30, 2015, unless renewed.

#### 15 JURISDICTION

16 5. First Amended Accusation No. 2011-72 was filed before the Structural Pest Control  
17 Board (Board), Department of Pesticide Regulation, and is currently pending against  
18 Respondents. The First Amended Accusation and all other statutorily required documents were  
19 properly served on Respondents on May 11, 2012. Respondents timely appeared, waived their  
20 right to a hearing, and requested settlement terms.

21 6. A copy of First Amended Accusation No. 2011-72 is attached as exhibit A and  
22 incorporated herein by reference.

#### 23 ADVISEMENT AND WAIVERS

24 7. Respondents have carefully read, and understand the charges and allegations in First  
25 Amended Accusation No. 2011-72. Respondents have also carefully read, and understand the  
26 effects of this Stipulated Settlement and Disciplinary Order.

27 8. Respondents are fully aware of their legal rights in this matter, including the right to a  
28 hearing on the charges and allegations in the First Amended Accusation; the right to be

1 represented by counsel at their own expense; the right to confront and cross-examine the  
2 witnesses against them; the right to present evidence and to testify on their own behalf; the right  
3 to the issuance of subpoenas to compel the attendance of witnesses and the production of  
4 documents; the right to reconsideration and court review of an adverse decision; and all other  
5 rights accorded by the California Administrative Procedure Act and other applicable laws.

6 9. Respondents voluntarily, knowingly, and intelligently waive and give up each and  
7 every right set forth above.

#### 8 CULPABILITY

9 10. Respondents admit the truth of each and every charge and allegation in First  
10 Amended Accusation No. 2011-72.

11 11. Respondents agree that the Company Registration Certificate and Operator's License  
12 are subject to discipline and they agree to be bound by the Board's probationary terms as set forth  
13 in the Disciplinary Order below.

#### 14 CONTINGENCY

15 12. This stipulation shall be subject to approval by the Structural Pest Control Board.  
16 Respondents understand and agree that counsel for Complainant and the staff of the Structural  
17 Pest Control Board may communicate directly with the Board regarding this stipulation and  
18 settlement, without notice to or participation by Respondents. By signing the stipulation,  
19 Respondents understand and agree that they may not withdraw their agreement or seek to rescind  
20 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt  
21 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall  
22 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
23 between the parties, and the Board shall not be disqualified from further action by having  
24 considered this matter.

25 13. The parties understand and agree that electronic or facsimile copies of this Stipulated  
26 Settlement and Disciplinary Order, including electronic or facsimile signatures thereto, shall have  
27 the same force and effect as the originals.

28 ///

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

15. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

## DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Eagleshield Pest Control, L.P.'s Company Registration Certificate No. PR 5706, Br. 2, and Robert Jesse Flores's Operator's License No. OPR 11493, Br. 2, are revoked. However, the revocations are stayed and Respondents are placed on probation for five (5) years on the following terms and conditions:

1. **New Application.** Within thirty (30) days of the effective date of the decision, Robert Jesse Flores shall apply for a new company registration listing all current partners and apply for any branch office registrations. The new company registration, branch office registrations, or any other successor shall be issued and immediately placed on probation for the same duration and under the same terms and conditions. Should Respondents fail to obtain a new company registration listing current partners and branch office registrations within the thirty (30) days, Company Registration Certificate No. PR 5706 and Operator's License No. OPR 11493 shall be suspended until the new company registration and branch office registrations are obtained.

2. **Actual Suspension.** Company Registration Certificate No. PR 5706, Br. 2, issued to Respondent Eaglesfield Pest Control, L.P., and Operator's License No. OPR 11493, Br. 2, issued to Respondent Robert Jesse Flores are suspended for thirty (30) days.

3. **Obey All Laws.** Respondents shall obey all federal, state and local laws and all laws and rules relating to the practice of structural pest control.

1       4.   **Quarterly Reports.** Respondents shall file quarterly reports with the Board during  
2 the period of probation.

3       5.   **Tolling of Probation.** Should Respondents leave California to reside outside this  
4 state, Respondents must notify the Board in writing of the dates of departure and return. Periods  
5 of residency or practice outside the state shall not apply to reduction of the probationary period.

6       6.   **Notice to Employers.** Respondent Robert Jesse Flores shall notify all present and  
7 prospective employers of the decision in case no. 2011-72 and the terms, conditions and  
8 restrictions imposed on Respondents by said decision.

9       Within 30 days of the effective date of this decision, and within 15 days of Respondent  
10 Robert Jesse Flores undertaking new employment, Respondent Robert Jesse Flores shall cause his  
11 employer to report to the Board in writing acknowledging the employer has read the decision in  
12 case no. 2011-72.

13       7.   **Notice to Employees.** Respondents shall, upon or before the effective date of this  
14 decision, post or circulate a notice to all employees involved in structural pest control operations  
15 which accurately recite the terms and conditions of probation. Respondents shall be responsible  
16 for said notice being immediately available to said employees. "Employees" as used in this  
17 provision includes all full-time, part-time, temporary and relief employees and independent  
18 contractors employed or hired at any time during probation.

19       8.   **Posted Notice of Suspension.** Respondents shall prominently post a suspension  
20 notice provided by the Board of the Board's order of suspension at its principal office and each of  
21 its branch offices in a place conspicuous and readable to the public. Said notice shall remain so  
22 posted during the entire period of actual suspension.

23       9.   **Completion of Probation.** Upon successful completion of probation, Respondents'  
24 licenses will be fully restored.

25       10. **Violation of Probation.** Should Respondents violate probation in any respect, the  
26 Board, after giving Respondents notice and an opportunity to be heard, may revoke probation and  
27 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against  
28

1 Respondents during probation, the Board shall have continuing jurisdiction until the matter is  
2 final, and the period of probation shall be extended until the matter is final.

3 11. **Random Inspections.** Respondents shall reimburse the Board for one (1) random  
4 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per  
5 inspection.

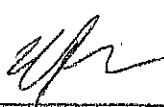
6 12. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**  
7 **Manager.** Respondent Robert Jesse Flores is prohibited from serving as an officer, director,  
8 associate, partner, qualifying manager or branch office manager of any registered company other  
9 than Eaglesfield Pest Control, L.P. during the period that discipline is imposed on Company  
10 Registration Certificate No. PR 5706, Br. 2, and Operator's License No. OPR 11493, Br. 2.

11 13. **Cost Recovery.** Respondents shall reimburse the Board for its costs of investigation  
12 and enforcement in these matters in the pro rata amount of \$7,472.89. Said amount may be paid  
13 in monthly installments as agreed by the Board, and shall be paid in full no later than six (6)  
14 months before the end of probation. Probation shall not be terminated until the costs are paid in  
15 full.


16 ACCEPTANCE

17 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the  
18 stipulation and the effect it will have on my Company Registration Certificate. I enter into this  
19 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree  
20 to be bound by the Decision and Order of the Structural Pest Control Board.

21  
22 DATED: 7-22-13

  
\_\_\_\_\_  
ROBERT JESSE FLORES, GENERAL PARTNER for  
EAGLESHIELD PEST CONTROL, L.P., PR 5706, Br.  
2  
Respondent

23  
24  
25  
26  
27 DATED: 7-22-13

  
\_\_\_\_\_  
ROBERT JESSE FLORES, OPR 11493, Br. 2  
Respondent

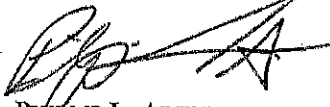
1 ENDORSEMENT

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
3 submitted for consideration by the Structural Pest Control Board of the Department of Pesticide  
4 Regulation.

5 Dated: 7/31/13

6 Respectfully submitted,

7 KAMALA D. HARRIS  
8 Attorney General of California  
9 KENT D. HARRIS  
10 Supervising Deputy Attorney General

11   
12 PHILLIP L. ARTHUR  
13 Deputy Attorney General  
14 *Attorneys for Complainant*

15 SA2011100856  
16 11101287.doc